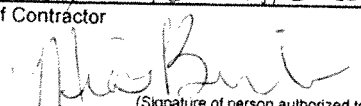


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract Number DCKA-2009-C-0140		Page of Pages 1 of 3	
2. Amendment/Modification Number No. 1		3. Effective Date SEE BLOCK 16C		4. Requisition/Purchase Request No.		5. Solicitation Caption: Bikesharing	
6. Issued By: Office of Contracting and Procurement Road and Highway Structures District Department of Transportation 2000 14th Street, N.W. 6th Floor Washington, D.C. 20009				7. Administered By (If other than line 6) District Department of Transportation Transportation Policy and Planning Administration 2000 14th Street, N.W. 7th Floor Washington, DC 2009 Attn.: Chris Holben			
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) Alta Bicycle Share 117 West Allens Lane Philadelphia, PA 19119 Attn: Alison Cohen				(X) 9A. Amendment of Solicitation No.			
				9B. Dated (See Item 11)			
				10A. Modification of Contract/Order No.			
				10B. Dated (See Item 13) 22-Apr-10			
Code		Facility					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If Required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14							
A. This change order is issued pursuant to: (Specify Authority) _____ Clause 15, District of Columbia Std. Cnt. Provisions for Goods/Services							
The changes set forth in Item 14 are made in the contract/order no. in item 10A.							
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.							
X C. This supplemental agreement is entered into pursuant to authority of: 27 DCMR 3601.2© first reference							
D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return <u>2</u> copies to the issuing office.							
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)							
The purpose of this bi-lateral contract modification is to: 1) correct discovered errors to the text of the contract, and 2) to incorporate additional language requested by the Federal Highway Administration following their review of the contract.							
a. In section B.3.1, amend "Ordering Clause, G.11" to read "Ordering Clause, G.3". b. In section C.3.2, amend "Launch Location described in Section H.10.2" to read "Launch Location described in Section H.9.2" c. In section H.8.6, amend "as described in Section H.10.2" to read "as described in Section H.9.2" d. Add the following language to the end of section F.3.1: "The SOP shall be updated annually and delivered to the COTR within 3 months after the beginning of each subsequent Contract Term. The Contractor shall include the terms of the equipment warranties in the SOP." e. Under section F.3.3, delete the term "Percentage of additional time granted when the station is full" f. Add the following language to the end of section C.1.2.4: "The launch will comprise of 80% of the system being available within 6 months after the award of the contract." g. Add section I.10 to the contract, stating that: "Mathematical "averages", unless otherwise stated herein, refer to the "mean average".							
<<continued on page 2>>							
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect							
15A. Name and Title of Signer (Type or print) MIA BIRK, CORPORATE SECRETARY				16A. Name of Contracting Officer Jerry M. Carter			
15B. Name of Contractor 		15C. Date Signed 4/28/2010		16B. District of Columbia		16C. Date Signed	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

Addendum No. 1
DCKA-2009-C-0140
Continuation

h. In section C.3.1.1, amend "the standard District bike racks" to read "the bike share bike docks".

i. Delete section H.1 in its entirety.

j. Delete section B.2 in its entirety and replace with the following:

B.2 This is a requirements contract based on firm-fixed unit prices. The initial purchase of bicycle equipment and stations is separate from and precedes the services portion of the contract. The services portion of the contract is expected to generate revenues to the Contractor, which shall be placed against the amount invoiced monthly to the District. See Section G.4 for payment information.

k. Delete section G.4.1 in its entirety and replace with the following:

G.4.1 Payment for Bicycle System, Assembly including signage frames, and Replacement Bicycles in the option years (CLINs 0001A, 1001, 2001, 3001, and 4001) The contractor shall invoice the District for initial purchase of the entire "bicycle system" described in section C.3.1 under CLIN 0001A following inspection and acceptance of the required equipment. The contractor may invoice the District prior to the deadline described in section C.3.1 proportionate to the percentage of material shipped and stockpiled in the warehouse space described in section H.9.2, and as inspected and accepted by the COTR.

G.4.1.1 Before the end of the base year and each following option year, the COTR shall inspect the fleet to determine the number of bicycles requiring replacement, if any, and place an order for the contractor to replace those bicycles the COTR deems no longer repairable. The contractor shall deliver the ordered number of bicycles within 120 calendar days of the date of order for inspection and acceptance by the COTR before placing them in service. The contractor shall subsequently invoice the District using CLINs 1001, 2001, 3001, and 4001 for each option year respectively.

l. Delete section G.4.2 in its entirety and replace with the following:

G.4.2 **Payment for the Services portion of the contract, which includes CLINs 0002 through 0007, 1002 through 1007, 2002 through 2007, 3002 through 3007, and 4002 through 4007.** Payment will be made that takes into account, prior to invoicing, the amount of monthly sales revenues generated by the Contractor compared to a pre-negotiated "Monthly Cost Cap". "Revenue" is defined here as "monthly gross sales to the public" by the Contractor. "Monthly Cost Cap" is defined here as one twelfth of the total annual cost of the services portion of the contract, which is \$114,391.00 in the base year, with adjustments out into the option years as shown in Table G.4.2.3. The COTR will be responsible for confirming, and if necessary auditing, monthly gross sales receipts reported by the Contractor. The contractor shall apply the following formula to determine the payment amount of monthly invoicing, if any.

m. Delete section E in its entirety and replace with the following:

SECTION E: INSPECTION AND ACCEPTANCE

- E.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause number five *(5) Inspection of Supplies [if applicable], and clause number six *(6), Inspection of Services, [if applicable], of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.
- E.2 In the event the contractor fails to meet performance deadlines, project milestones, or other contract deliverables, the District may withhold partial or total payment requested through invoicing until such time as the performance issue has been resolved to the satisfaction of the COTR. The District may terminate the contract for default in the event the contractor becomes severely or wholly delinquent in its performance.

AWARD/CONTRACT		1. Reserved for later use		Page of Pages 1 4	
2. Contract Number DCKA-2009-C-0140		3. Effective Date see box 20C		4. Requisition/Purchase Request/Project No.	
5. Issued By Office of Contracting and Procurement DDOT 2000 14th Street, 6th floor Washington DC 20009		Code		6. Administered By (If other than line 5) Jim Sebastian District Department of Transportation 2000 14th Street, NW 7th floor Washington DC 20009	
7. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) Alta Bicycle Share, Inc. 5008 15th Street N Arlington, VA 22205 attn: Alison Cohen				8. Delivery ☐ FOB Origin ☐ Other (See Schedule Section F)	
				9. Discount for prompt payment	
				10. Submit Invoices to the Address shown in ☐ Item (2 copies unless otherwise specified)	
Code		Facility			
11. Ship to/Mark For		Code		12. Payment will be made by Code	
				See Section G.4	
13. Reserved for future use				14. Accounting and Appropriation Data	
15A. Item	15B. Supplies/Services			15C. Qty	15D. Unit
	See section B.3.1 through B.3.5				
				Total Amount of Contract	
16. Table of Contents					
(X)	Section	Description	Pages	(X)	Section
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	Solicitation/Contract Form	1	X	I
X	B	Supplies or Services and Price/Cost	2 TO	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
X	C	Description/Specifications/Work Statement	7 TO	X	J
X	D	Packaging and Marking	22	PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	Inspection and Acceptance	23	X	K
X	F	Deliveries or Performance	24 TO 25	X	L
X	G	Contract Administration Data	26 TO	X	M
X	H	Special Contract Requirements	32 TO 36	X	M
Contracting Officer will Complete Item 17 or 18 as Applicable					
17 ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>2</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18 ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. Name and Title of Signer (Type or print) MIA BIRK CORPORATE SECRETARY				20A. Name of Contracting Officer Jerry Carter	
19B. Name of Contractor		19C. Date Signed		20C. Date Signed	
		H/14/10			
(Signature of person authorized to sign)		(Signature of Contracting Officer)			
*** Government of the District of Columbia		ocp		DC OCP 201 (7-99)	

Alta Bicycle Share, Inc. (Alta), located at 5008 15th Street N, Arlington, VA 22205, and hereinafter referred to as the Contractor, and the Government of the District of Columbia Office of Contracting and Procurement (OCP) on behalf of the District of Columbia Department of Transportation (DDOT), hereinafter referred to as the District, mutually agree as follows:

SECTION B: SUPPLIES OR SERVICES AND PRICE

- B.1 The Government of the District of Columbia, Office of Contracting and Procurement (the District), on behalf of the Department of Transportation (DDOT) engages the Contractor to provide equipment and services supporting a city-wide bike-sharing system with electronic access control. The system will be capable of joint physical operations with similar systems located in jurisdictions outside the District. The system is expandable, allowing for increases in the number of bicycles available within each jurisdiction, and allowing for interoperability across jurisdictional lines.
- B.2 This is a requirements contract based on firm-fixed unit prices. The services portion of the contract is expected to generate revenues to the Contractor, which shall be placed against the amount invoiced monthly to the District. See Section G.4 for payment information.
- B.2.1 Members of the Metropolitan Washington Council of Governments (COG) may employ a "COG-rider" contract to procure goods and services previously procured through a competitive process by other members of COG, without re-competing that procurement. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. The legal basis that allows the District to employ a COG-rider is §2.301.05(6)(e). Thus, the legal foundation of "riding" on a COG-rider allows the District to omit the competitive source selection stage of a procurement, although it does not otherwise obviate any other step in the District procurement process. Section E of the COG-rider clause indicates that "Each participating jurisdiction has the option of executing a separate contract with the awardee", including "terms and conditions unique to that jurisdiction." Therefore, this contract is entered into between the parties, pursuant to the Arlington County Contract No.56-09, dated March 31, 2010, which contains a Council of Governments rider clause that lists the District of Columbia as an authorized user.
- B.1.2 The District Government contemplates award of a firm-fixed price requirements contract for the equipment and services specified, with payment based on fixed unit prices and performance benchmarks as set forth in Section B.4, PRICE SCHEDULE. Contractor shall provide all services, equipment, software, and support required by the District to accomplish the requirements of this contract.

B.3 REQUIREMENTS

The District will purchase its requirements of services and equipment included herein from the Contractor.

B.3.1 Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, G.11. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from other source.

B.3.2 There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

B.3.3 Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract after 30 days following expiration of the contract.

B.4 PRICE SCHEDULE

This section contains the price schedule that Offerors must return with their proposal. The price schedule must be detached, filled out and returned as part of the Offeror's price proposal. Failure to submit pricing for all contract line items (CLINS) may result in a proposal being deemed unresponsive.

B.4.1 BASE PERIOD (1 YEAR)**AGGREGATE AWARD GROUP (CLINs 0001 THRU 0007)**

Contract Line Item Nos. (CLINs)	Item Description	Unit	Estimated Quantity	Unit Price	Total Extended Price
0001A	Station Equipment, Hardware, with 10 bicycles (section C.3.1)	EACH	100	\$ 43,256	\$ 4,325,600
0001B	Station and Bike Assembly (Section C.3.2)	LOT	1	\$ 629,324	\$ 629,324
0001C	Display Frames for Signage and Maps (Section C.3.3)	EACH	1	\$ 154,229	\$ 154,229
0002	Remote management of station electronic access system (section C.3.5)	LOT	1	\$ 57,154	\$ 57,154
0003	Website Development and Hosting (section C.3.10)	LOT	1	\$ 95,256	\$ 95,256
0004	Street Deployment and Re- configuration of Stations (section C.3.11)	LOT	1	\$ 786,083	\$ 786,083
0005	Station Cleaning and Maintenance (section C.3.12)	LOT	1	\$ 180,002	\$ 180,002
0006	Bicycle Maintenance (section C.3.13)	LOT	1	\$ 190,690	\$ 190,690
0007	Call Center (section C.3.14)	LOT	1	\$ 63,504	\$ 63,504
Grand Total for B.4.1					\$ 6,481,842

B.4.2 OPTION YEAR ONE**AGGREGATE AWARD GROUP (CLINs 1001 THRU 1007)**

Contract Line Item Nos. (CLINs)	Item Description	Estimated Quantity	Unit	Unit Price	Total Extended Price
1001	Replacement Bicycles (section C.3.4)	EACH	1	\$ <u>1,200</u>	\$ <u>1,200</u>
1002	Remote management of station electronic access system (section C.3.5)	LOT	1	\$ <u>118,677</u>	\$ <u>118,677</u>
1003	Website Development and Hosting (section C.3.10)	LOT	1	\$ <u>26,373</u>	\$ <u>26,373</u>
1004	Street Deployment and Re-configuration of Stations (section C.3.11)	LOT	1	\$ <u>1,237,867</u>	\$ <u>1,237,867</u>
1005	Station Cleaning and Maintenance (section C.3.12)	LOT	1	\$ <u>375,415</u>	\$ <u>375,415</u>
1006	Bicycle Maintenance (section C.3.13)	LOT	1	\$ <u>411,820</u>	\$ <u>411,820</u>
1007	Call Center (section C.3.14)	LOT	1	\$ <u>131,863</u>	\$ <u>131,863</u>
Grand Total for B.4.2					\$ <u>2,303,214</u>

B.4.3 OPTION YEAR TWO**AGGREGATE AWARD GROUP (CLIN'S 2001 THRU 2007)**

Contract Line Item Nos. (CLINs)	Item Description	Unit	Estimated Quantity	Unit Price	Total Extended Price
2001	Replacement Bicycles (section C.3.4)	EACH	1	\$ 1,260	\$ 1,260
2002	Remote management of station electronic access system (section C.3.5)	LOT	1	\$ 124,611	\$ 124,611
2003	Website Development and Hosting (section C.3.10)	LOT	1	\$ 27,691	\$ 27,691
2004	Street Deployment and Re-configuration of Stations (section C.3.11)	LOT	1	\$ 1,299,760	\$ 1,299,760
2005	Station Cleaning and Maintenance (section C.3.12)	LOT	1	\$ 394,186	\$ 394,186
2006	Bicycle Maintenance (section C.3.13)	LOT	1	\$ 432,411	\$ 432,411
2007	Call Center (section C.3.14)	LOT	1	\$ 138,456	\$ 138,456
Grand Total for B.4.3					\$ 2,418,375

B.4.4 OPTION YEAR THREE**AGGREGATE AWARD GROUP (CLINs 3001 THRU 3007)**

Contract Line Item Nos. (CLINs)	Item Description	Unit	Estimated Quantity	Unit Price	Total Extended Price
3001	Replacement Bicycles (section C.3.4)	EACH	1	\$ <u>1,323</u>	\$ <u>1,323</u>
3002	Remote management of station electronic access system (section C.3.5)	LOT	1	\$ <u>130,841</u>	\$ <u>130,841</u>
3003	Website Development and Hosting (section C.3.10)	LOT	1	\$ <u>29,076</u>	\$ <u>29,076</u>
3004	Street Deployment and Re-configuration of Stations (section C.3.11)	LOT	1	\$ <u>1,364,748</u>	\$ <u>1,364,748</u>
3005	Station Cleaning and Maintenance (section C.3.12)	LOT	1	\$ <u>413,895</u>	\$ <u>413,895</u>
3006	Bicycle Maintenance (section C.3.13)	LOT	1	\$ <u>454,031</u>	\$ <u>454,031</u>
3007	Call Center (section C.3.14)	LOT	1	\$ <u>145,379</u>	\$ <u>145,379</u>
Grand Total for B.4.4					\$ <u>2,539,294</u>

B.4.5 OPTION YEAR FOUR**AGGREGATE AWARD GROUP (CLINs 4001 THRU 4007)**

Contract Line Item Nos. (CLINs)	Item Description	Unit	Estimated Quantity	Unit Price	Total Extended Price
4001	Replacement Bicycles (section C.3.4)	EACH	1	\$ <u>1,390</u>	\$ <u>1,390</u>
4002	Remote management of station electronic access system (section C.3.5)	LOT	1	\$ <u>137,383</u>	\$ <u>137,383</u>
4003	Website Development and Hosting (section C.3.10)	LOT	1	\$ <u>30,530</u>	\$ <u>30,530</u>
4004	Street Deployment and Re-configuration of Stations (section C.3.11)	LOT	1	\$ <u>1,432,986</u>	\$ <u>1,432,986</u>
4005	Station Cleaning and Maintenance (section C.3.12)	LOT	1	\$ <u>434,590</u>	\$ <u>434,590</u>
4006	Bicycle Maintenance (section C.3.13)	LOT	1	\$ <u>476,733</u>	\$ <u>476,733</u>
4007	Call Center (section C.3.14)	LOT	1	\$ <u>152,648</u>	\$ <u>152,648</u>
Grand Total for B.4.5					\$ <u>2,666,259</u>

SECTION C: SPECIFICATIONS/WORK STATEMENT

- C.1 The District Department of Transportation (DDOT) engages the contractor to provide services, and furnish and install equipment, creating a city-wide bike-sharing system with electronic access control. The system will physically operate jointly with similar systems located in jurisdictions outside the District. The contractor will furnish and deploy on-street truck-portable bicycle “stations” (See Section C.1.2.1). These stations include racks that hold bicycles for access and rent by the general public. The stations and associated bicycles shall be the property of the District. All other system components remain the property of the Contractor, who will use them to administer the program and system described herein. The Contractor is expected to generate revenues through sales to the public of rental of bicycles and other services provided. Those revenues will be placed against the amount invoiced the District each month, thereby potentially lowering the cost to the District for administration of the system. This contract also incorporates a monthly cap, limiting the amount the Contractor can invoice the District each month.

C.1.1 APPLICABLE DOCUMENTS

Item No.	Document Type	Title	Date
1	DDOT	Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts	March 2007
2	Service Contract Act	Wage Determination WD 05-2103 (Rev.-XX)	

C.1.2 DEFINITIONS

C.1.2.1 Station

A station is the portable physical structure accessible to the public that dispenses bicycles for rent. A station houses “technical platforms”, each of which is connected to 4 docks, with the exception of the first technical platform, which houses 3 docks and a solar terminal that supplies power to the unit. Each dock retains a bicycle in locked position until released by the system.

Thus, a station can hold a minimum of three bicycles in its first technical platform, up to any maximum number of bicycles by adding more technical platforms, effectively adding four bicycles at a time. The “configuration” of a station refers to the number of technical platforms (and therefore the possible number of bicycles) that a station can hold. Possible configurations are 3 bicycles, 7 bicycles, 11 bicycles, 15 bicycles, etc.

- C.1.2.2 **Electronic Access System**
The electronic access system in this system is made up of three basic parts: a wireless transmitter and receiver in each station, a control center manned by the Contractor at some remote location, and “Bixi keys”, which are electronic access tokens held by subscribing members. Bixi keys are distributed to members by the Contractor when new members sign up for service.
- C.1.2.3 **Membership**
Specific individuals who purchase a “membership” from Alta will receive 24/7 access to bicycle stations deployed throughout the City, as controlled by inclusion in the Alta member database. Members also receive 30 minutes of free usage every time they access a station. Usage of a bicycle over 30 minutes results in fees described below. No other benefit is associated with membership. An Alta membership does not convey bicycle parking privileges to the member.
- C.1.2.4 **Launch Date**
The first day bicycles are available to the public.
- C.1.2.5 **Net Profit or Loss**
For a given period of time (in this case monthly), the result of adding up and totaling all incomes, adding up and totaling all expenses, then subtracting expenses from income. In the event the number is a positive, the result is a “net” profit; the amount of money “left over” after all expenses have been paid for in that period of time. In the event the number is a negative, it is called a “net” loss; the amount of money expenses cost in excess of income for that period of time. Net Profit or Loss is also commonly called “the bottom line.”
- C.1.2.6 **Business Projection**
In business, a projection is a forward-looking estimate of expected results based on current and past conditions. It is common business practice to collect information on current conditions within the organization itself, such as the cost of goods sold by the business. It is also common practice to collect information on current conditions outside the organization, such as recent changes in the local economy. The combination of these two techniques often allows a business to reasonably state what they expect to happen to their sales and expenses in the near future.
- C.1.2.7 **Loaded Pay Rate**
The total cost per hour to the company for an employee’s time. This includes the base hourly pay rate for that employee, plus insurance or other benefits paid to the employee broken down into an hourly rate, plus payroll taxes and other expenses associated with each employee, also broken down into an hourly rate for that employee. It may include other expenses paid by the company on behalf of or directly to each employee.

- C.1.2.8 **Operational Fleet Size**
The operational fleet size for calculation purposes is 100% of the number of bikes ordered, minus stolen or unrepairable bicycles that have not yet been replaced. The percentage of the fleet in the shop shall be calculated as follows: at the same time each day, the number of bikes out of service, either in the shop or reported damaged and on a repair truck, will be recorded. This number shall be averaged over the month to calculate the monthly percentage out of service.

C.2 BACKGROUND

- C.2.1 The purpose of this bike-sharing program is to improve the environmental impact of transportation infrastructure within the District by reducing emissions, and increasing the number and type of transportation options available to the public for commuting, shopping, recreating, and exercising. In order to support that purpose, the District seeks to implement a bicycle-sharing system that allows for the widest travel range and frequency of use possible, extending even beyond the District line. The bicycle system manufacturer designated in the Arlington County contract upon which this contracts rides is “Public Bicycle System”, also known as “Bixi”. The Bixi system has been in operation in Montreal, Boston, London, and other cities. A COG-rider with an adjacent jurisdiction was therefore selected as the procurement method in this case so that District residents have the option of using this transportation system within and between the District and Arlington County, to potentially include other jurisdictions that opt to procure this system in the future. The District will purchase the physical system from Alta, and subsequently own the system. Alta will control and administer its operation. Alta will also provide maintenance to the bicycles and stations, and place stations at street locations planned and designated by the COTR.
- C.2.2 The District will in the future consider expanding the number of bicycles operating within the city, subject to long-term departmental planning and the availability of funds. The District reserves the right to modify the contract and re-negotiate unit prices for greater per-unit cost-savings to the District if such an expansion occurs.
- C.2.3 The District does not presently have city legislation in place to address municipal “profit-sharing” in contracts, but may pass such legislation in the future. The District retains the right to re-enter negotiations with Alta in the event that legislation regarding profit-sharing by the District becomes municipal law.

C.3 REQUIREMENTS

C.3.1 Initial Bike System (CLIN 0001A)

No later than eighteen weeks after date of contract award, the Contractor shall furnish the District with a bike-sharing system tailor-manufactured by “Bixi”, with 100 (one hundred) stations, each station comprised of the following components. The Contractor shall furnish a full 5-year manufacturer’s warranty for all equipment provided. For illustrative purposes, an engineering diagram of a typical station is included as Attachment J.1.3.

- C.3.1.1 Ten bicycles, 85% pre-assembled before delivery, equipped with 3-speed internal hub, “step-thru” design, reflective sidewall tires, front and rear lights which automatically illuminate upon Bicycle use, chain guard and fenders, basket and strap, adjustable seat height with built-in theft deterrence measure in seat post, bell, front and rear handlebar brakes, kickstand, space for advertising on the back wheel, and capability of fitting into, and attaching to, the standard District bike racks.
- C.3.1.2 One Solar panel terminal
- C.3.1.3 Four technical platforms
- C.3.1.4 Fifteen “Docks”
- C.3.1.5 Two hundred “Keys”
- C.3.1.6 Sufficient power and data cables, and other supplies, to enable full functioning of each station.

C.3.2 Station and Bike Assembly (CLIN 0001B)

Within one week of the COTR’s inspection and acceptance of the shipment of the bike-sharing system described in Section C.3.1, the Contractor shall begin full assembly of all bicycles and equipment, and ensure the operational status of all Stations and Bicycles upon arrival in the Launch Location described in Section H.10.2. The Contractor shall verify that wireless connections, bicycle ports, and Bixi keys are functional prior to deployment as directed by the COTR. The Contractor shall complete assembly and request COTR fleet inspection no later than five months after contract award.

C.3.3 Display Frames for Signage and Maps (CLIN 0001C)

Concurrently to the accomplishment of C.3.2, Station and Bike Assembly, Contractor shall furnish and install as a part of each Station, one Display Frame to contain maps or other signage as approved in advance by the COTR. Materials displayed will be sized 65 inches by 39 inches, with a viewing panel of 59 inches by 32 and one-half inches. Frames will be two-sided metal informational display units that include translucent coverings and locks. The Contractor shall be responsible for insertion and removal of display materials at COTR request, as well as maintenance and repair of Display Frames.

C.3.4 Replacement Bicycles (CLINs 1001, 2001, 3001, and 4001)

Within 30 days of the exercise of each option year and subject to the COTR's prior inspection and acceptance, the Contractor shall purchase and place into service a number of new bicycles intended to replace bicycles designated by the COTR as "unrepairable" in the previous contract year. The Contractor shall furnish replacement bicycles manufactured by "Public Bicycle Systems", intended for use in the system purchased by the District, with a 5-year manufacturer's warranty. Bicycles thus purchased are District property.

C.3.5 Remote management of memberships and station access through an electronic access system (CLINs 0002, 1002, 2002, 3002, and 4002)

C.3.5.1 The Contractor shall provide and maintain remote wireless physical access control of stations and bicycles through the establishment and control of an electronic database and electronic membership management system owned by and proprietary to the Contractor. The membership system will be accessible to the public via a website sign-up process. Four types of system usage will be available to the public. The system shall allow for access to bicycles 24 hours a day, 7 days a week.

C.3.5.2 The Contractor shall offer the following types of membership and usage to the public:

- 1) standard memberships,
- 2) day members,
- 3) usage fees for usage exceeding the terms of standard and day members, and
- 4) membership fees as originating outside the physical boundaries of the District and Arlington County.

C.3.5.3 The District reserves the sole right to increase or decrease prices charged to the public for these services. The Contractor shall prominently display all rental policies as well as the any and all prices charged to the end-consumers in all locations, electronic and otherwise, wherever memberships can be purchased.

C.3.6 Standard Memberships: Annual, Monthly, and Corporate rates

The Contractor shall charge the public \$80.00 for an annual membership and \$30.00 for a 30-day membership. For annual and 30-day memberships, the Contractor shall provide members with physical access tokens known as Bixi keys. The Contractor shall likewise offer corporate membership to businesses within and outside the District, which may be used by any employee of the company, for \$250.00 per year with the first 1 hour free and additional time billed

at the normal rates after the free period. The Contractor shall retain standard membership sales records for a minimum of three months, and submit copies of such records to the COTR upon request.

C.3.7 Day Members: Single-day access passes

The contractor shall offer to the public single-day memberships with access passes lasting 24 hours in duration. The Contractor shall charge \$5.00 for twenty four hours of electronic access for such a pass. The Contractor shall retain day-membership sales records for a minimum of three months, and submit copies of such records to the COTR upon request.

C.3.8 Usage and Loss Fees

C.3.8.1 Usage fees apply following the first thirty minutes of use of any given sign-out of a bicycle (or one hour, in the case of corporate memberships). That is, each time a member removes a bicycle (“signs out” a bike) from a station, that member may make use of that bicycle for 30 minutes without additional charge for as long as the member returns the same bicycle to any available station within 30 minutes. Following that “free usage” period, usage fees accrue to the member’s account automatically, as follows: \$1.50 for the 2nd 30-minute period, \$3.00 for the 3rd 30-minute period, and \$6.00 for subsequent 30-minute periods. Future changes to this fee structure, if any, are at the prerogative of the COTR.

C.3.8.2 The Contractor shall deem a bicycle as “lost or stolen” if it is not returned to a station within 24 hours of being signed out, and charge the member whose account is associated with that sign-out the amount of \$1,000, which covers the replacement value of the bicycle, along with shipping costs and service charges for placing a new bicycle into the operational fleet. The Contractor shall include all such instances of loss in its monthly reports to the COTR. If the affected member files a police report regarding the loss of the bicycle and submits a copy of that report to the Contractor or to the COTR, the COTR may opt to waive the loss fee in favor of a \$20.00 service charge for processing the loss rather than the full \$1000.00. At the sole and explicit direction of the COTR, the Contractor shall ban from access any individual deemed by the COTR to be an unacceptable risk of ongoing bicycle loss by virtue of repeated losses attributable to that member’s account.

C.3.9 Conventional Rule on Out-Of-Jurisdiction Memberships and Rentals

Contractor revenues resulting from rentals and memberships originating within the physical borders of the District shall be governed by the contract between the District and the Contractor. Contractor revenues resulting from rentals and memberships originating within the physical borders of Arlington County shall be

governed by the contract between Arlington County and the Contractor. Some rentals and memberships are expected to originate outside both jurisdictions. For out-of-member-jurisdiction memberships and rentals, the Contractor shall on a monthly basis “split” the application of revenues generated in proportion to the number of bicycles operating within each jurisdiction’s system. For example, if Arlington County is operating a total of one hundred bicycles in its system and the District is operating one thousand, the monthly split of revenues originating outside both jurisdictions will be 100/1100, or 9% for Arlington County, and 1000/1100 or 91% for the District. This proportion may change as various jurisdictions opt to participate in the system, and/or alter the proportion by expanding or shrinking their bicycle-sharing programs.

C.3.10 Website Development and Hosting (CLINS 0003, 1003, 2003, 3003, and 4003)

No later than five months after contract award, the Contractor shall create, host, and maintain a website dedicated to the bike-sharing program as supported by the Contractor throughout such jurisdictions where this program is in operation. The website shall include, at a minimum:

- 1) Instructions on how to subscribe, the option to sign-up for new services after signifying acceptance of Membership Terms and Conditions, and instructions on how to update user profiles
- 2) A map of the entire network of bicycle stations with near-real time availability of bicycles at each station, for applications on Windows-based PC and at least one mobile phone network
- 3) Frequently-asked Questions
- 4) A page of merchandise available for sale by the Contractor
- 5) General safety information
- 6) Encouragement of helmet use and a helmet purchase coupon for members
- 7) Calories burned
- 8) Environmental impact
- 9) Special events calendar
- 10) News, columnists, bloggers, and on-line forums

C.3.11 Street Deployment and Re-configuration of Stations (CLINs 0004, 1004, 2004, 3004, and 4004)

- C.3.11.1 Within six months of date of contract award, the Contractor shall deploy and ensure the *in situ* operational status of 80% of the stations. The COTR will provide an initial list of desired locations and configurations of stations for initial deployment. Within seven months of date of award, the Contractor shall have deployed and ensured the operational status of 100% of the stations. Once the

system is operational, the Contractor shall collect data from the system and generate written reports (See Section F.3.3) regarding usage, electronic system events, and other significant factors. The COTR will take such reports under advisement in evaluating the current effectiveness of locations and configurations, as well as any changes contemplated in locations or configurations.

C.3.11.1.1 Deployment Vehicles

No later than four months after date of award, the Contractor shall purchase or lease any vehicles necessary to the fulfillment of this contract, and present the COTR with proof of all vehicle registrations. The Contractor shall acquire such vehicles as meet or exceed California vehicle emissions standards.

C.3.11.2 Relocation and Reconfiguration of Stations

The District may require that stations or parts thereof be relocated to accommodate unexpected commuting patterns, construction or other reasons. At the request of the COTR, the Contractor shall adjust the placement or configuration of stations. The COTR will provide a minimum of 48 hours in advance for any requests regarding station relocation or reconfiguration. Per contract year, the Contractor shall relocate a maximum of 40 technical platforms at the request of the COTR for this purpose.

C.3.11.3 Anticipated Special Events

Throughout the calendar year, the District may require the placement of a temporary station to service an anticipated high-attendance special event in the District. At the request of the COTR, the Contractor shall adjust the placement of a station, provide temporary on-site staffing for that station, and provide an area where bikes can be stored temporarily, in order to to accommodate Special Events. The Contractor shall provide staffing that will result in the presence of at least one representative available in the immediate area of placed stations at all times for the duration of the event. The COTR will provide information on duration and type of event along with the request for temporary re-placement of stations a minimum of 48 hours in advance for any requests regarding Special Events. For each Special Event, the Contractor shall provide a maximum of four manned stations for a maximum of four hours of operation. At present, the District expects to conduct eight Special Events throughout the year.

C.3.11.4 Bicycle Re-Distribution among stations

In order to ensure that an optimum number of bicycles is available for public use at all times, the Contractor shall routinely re-distribute (“re-balance”) bicycles throughout the day to prevent any station from being full of bicycles or empty of bicycles for more than three (3) hours between the hours of 6am and 12am, and for more than six (6) hours between the hours of 12am and 6am.

C.3.12 Station Cleaning and Maintenance (CLINs 0005, 1005, 2005, 3005, and 4005)

Following the System Launch Date (See Section C.1.2.4 for definition), the Contractor shall perform preventative and responsive maintenance on all stations.

C.3.12.1 Each station shall be inspected a minimum of once every two weeks. The Contractor shall repair any malfunctioning station within 12 hours of learning that it needs repair. If damage to a station cannot be repaired within 12 hours, the Contractor shall determine the timing of the repair with PBS and report it to the District.

C.3.12.2 The Contractor shall clean each station a minimum of once every two weeks. The Contractor shall remove all graffiti, stickers or other markings from bikes and stations. In the event of a major weather event, such as snow, ice or other major storm, the Contractor shall check and clean every station within 72 hours of the event.

C.3.12.3 The Contractor shall keep in standing inventory station paper and replacement station batteries sufficient to prevent interruption in service of any station by more than 24 hours.

C.3.13 Bicycle Maintenance (CLINs 0006, 1006, 2006, 3006, and 4006)

The contractor shall maintain the bicycles associated with this contract in good working condition. The contractor shall provide any necessary labor, tools, supplies, and other equipment or the provision of repair services.

C.3.13.1 The Contractor shall remove any damaged bicycle from the on-street fleet within 24 hours of learning that it needs repair. The Contractor shall remove bicycles that have been damaged regardless of the availability of replacement bicycles.

C.3.13.2 If damage to a bicycle is caused by a manufacturing or design defect, the Contractor shall determine the timing of the repair with PBS and report it to the District.

C.3.13.3 The Contractor may have up to an average of 10% of the fleet (See Section C.1.2.8 for definition) “out of service” in the shop during any month for repair, unless there is a systematic failure in the bicycles which cannot be repaired in the maintenance shop. If this is the case, the percentage of fleet in service requirement is temporarily suspended and the Contractor shall provide the District its plans to ameliorate the problem. During the winter, up to 30% of the fleet may be in the shop due to lower demand for the service.

C.3.13.4 The Contractor shall purchase and install replacement parts from Public Bicycle System on behalf of the District. The Contractor shall keep in standing inventory for immediate use sufficient parts to maintain all stations and bicycles at a level of 90% full operations at all times.

C.3.13.5 Routine Maintenance

Contractor shall perform the following tasks for every bicycle in operation every two weeks:

Inspect drive chain for proper functioning and lube,
Inspect handlebar for proper centering and tightness,
Inspect tires for proper inflation,
Inspect brakes for excessive wear and ensure proper working order,
Inspect saddle for proper tightness,
Inspect shifters for proper functioning,
Inspect lights for proper functioning,
Ensure components such as basket, bell, and advertisement are properly attached,
and
Clean bicycle.

C.3.13.6 Annual Maintenance

In addition to Routine Maintenance, Contractor shall perform the following work at least annually and on an as-needed basis as determined by the COTR on each bicycle:

Remove and clean entire drive train,
Inspect tension and true wheels,
Inspect tires for excessive wear and replace flat inner tubes, and
Inspect hubs for proper functioning.

C.3.13.7 Routine Replacement

The District reserves the right to inspect all bicycles offered by the contractor to the public, for safety and aesthetic purposes, and to require the contractor to remove from service any bicycle regarded by the COTR as “unrepairable”. Replacement of unrepairable bicycles will take place as part of the exercise of any option years, and will not affect or be counted in the analysis of revenue streams and revenue offset, as described in Section G.4.1.

C.3.14 Call Center (CLINs 0007, 1007, 2007, 3007, and 4007)

No later than one day prior to the System Launch Date and throughout the duration of the contract, the Contractor shall provide a fully-operational customer Call Center to respond to customer questions, comments, and complaints.

C.3.14.1 The call center shall be available 24 hours per day, 365 days per year. The Contractor shall ensure that fluent English and Spanish capabilities are offered by the call center. The call center shall support customers with all types of problems and incident management queries and issues.

C.3.14.2 The Contractor shall provide a toll-free phone number for the call center, and make the toll-free number available at street-level stations and on the website.

- C.3.14.3 Complaints received by the District will be forwarded to the Contractor for handling, when appropriate. The call center shall keep record of the primary reason for each call. The Contractor shall deliver a monthly report, by the 15th day of each month, to the COTR which documents the most serious complaints and the Contractor's responses to each.

SECTION D: PACKAGING AND MARKING

Does not apply.

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number five *(5) Inspection of Supplies [if applicable], and clause number six *(6), Inspection of Services, [if applicable], of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year from date of award specified on the cover page of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4), one (1) year, option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3**DELIVERABLES**

Deliverable	Format/Method of Delivery	Due Date	To Whom
Copy of the Contractor's Standard Operating Procedures Manual	In writing	Within 3 months of contract award	COTR
Monthly revenue reporting, with supporting documentation	In writing	30 days after contract award and by the 15 th of each month for the preceding month thereafter	COTR
Usage and system data	In writing	Following the Launch Date, by the 15 th of each month for the preceding month	COTR
Copy of Membership Terms and Conditions	In writing	Within 3 months of contract award	COTR
Copy of Launch Plan	In writing	Within 3 months of contract award	COTR
Proof of vehicle registrations	In writing	Within 4 months of contract award	COTR

F.3.1 The Contractor shall submit to the District, as a deliverable, a Standard Operating Plan (SOP) for the bike-sharing program within three months of the Notice to Proceed. The SOP shall include detailed operating policies and procedures, inventory control and reconciliation procedures, a capital improvement program for stations and bicycles based on their warranty.

F.3.2 The Contractor shall submit to the District, as a deliverable at the time of invoicing, detailed revenue reporting in accordance with Section G.4.2.

F.3.3 The Contractor shall submit to the District, as a deliverable, regular reporting on usage and system data. The Contractor shall provide the COTR with the following monthly data:

Usage Data:

Vehicle miles traveled (as-the-crow flies);
Number of trips and their duration;
Number of each type of membership;
Number of rentals from and to each station;
Number of rentals per member per day, week, or month;
Number of rentals per hour of the day, day of the week, and month;
Average number of miles traveled per user;
Percent of additional time granted when the station is full;

Number of bicycles in service per day and month;
Average repair time for bicycles needing repair;
Percent up time;
Number of bicycle stations used per day;
Number of repeated calls to report problems on the most needed spare parts;
Amount of time it takes for a technician to service a call; and
Traffic and usage patterns of stations and bicycles.

Maintenance:

Maintenance report which lists the type of work performed on each bike and station;
Days during the month having met the Safe Operation performance requirement; and
Days during the month having met the Distribution performance requirement.

Crashes:

Number and date of crashes;
Severity of crashes; and
Outcome of crashes (injuries, traffic violations, fines, hospital visits, etc.), to the best of the Contractor's ability.

Inquiries and Complaints:

Total number of inquiries received (broken down by contact channel and inquiry category);
Total number of complaints received (broken down by channel and complaint category);
Total number of disputes per week;
Total number of disputes found in the customer's favor; and
Length of time each dispute took to resolve.

Station and Bicycle Data:

Incident classification;
Incident severity level (only for service issues);
Errors and security incidents;
Status report on all open incidents;
Brief description of the resolution of all incidents closed during the month;
Rental closed without proper events;
Bicycle stolen;
Bicycle missing;
Unknown bicycle;
Unknown bicycle key;
Missing/extra bicycle docks;
Bicycle event missing information;
Dock locked;
"Zombie" bicycle entered into system;
Station threshold passed (available docks vs. available bicycles);

Defective bicycle;
Suspended account;
Illogical state (related to mutually exclusive events);
Terminal desynchronized;
Station read/write error;
Dock lock failure;
Unknown station trying to connect;
Casual subscription without bicycle rentals;
Invalid time on terminal;
Database problems;
Terminal device problems (display, card reader, printer, battery, etc);
Terminal configurations mismatch;
Stations full/empty; and
Back-end server down.

- F.3.4 The Contractor shall submit to the District, as a deliverable, a copy of the Membership Terms and Conditions presented to all public members upon signup.
- F.3.5 The Contractor shall submit to the District, as a deliverable a written launch plan for approval by the District, which includes order and timing of station installation, and order and timing of bicycle deployment and System Launch.
- F.3.6 The Contractor shall submit to the District, as a deliverable, copies of vehicle registrations for vehicles purchased or leased by the Contractor in support of operations for this contract.

SECTION G : CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor for the previous month.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Name: Office of the Controller/Agency CFO
Address: 2000 14th Street, NW
Washington DC 20009
Telephone: 202-671-2300

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

- G.2.2.6 Name, title, phone number of person preparing the invoice;
- G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8 Authorized signature.

G.3 ORDERING CLAUSE

- G.3.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of this contract.
- G.3.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- G.3.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods

G.4 METHOD OF PAYMENT

- G.4.1 **Payment for Bicycle System and Replacement Bicycles (CLINs 0001A, 0001B, 1001, 2001, 3001, and 4001)** will be made in one lump sum upon receipt of the contractor's invoice at the beginning of each contract term.
- G.4.2 **For all other CLINs**, the method of payment is Revenue Offset. That is, payment will be made that takes into account the amount of monthly sales revenues generated by the Contractor compared to a pre-negotiated "Monthly Cost Cap". "Revenue" is defined here as "monthly gross sales to the public" by the Contractor. "Monthly Cost Cap" is defined here as one twelfth of the total annual cost of the services portion of the contract, which is \$114,391 in the base year, with adjustments out into the option years as shown in Table G.4.2.3. The COTR will be responsible for confirming, and if necessary auditing, monthly gross sales receipts reported by the Contractor. Payment to the Contractor each month will be determined by the following formula and authorized by the COTR each month:
- G.4.2.1 If a given months Revenue – Cost Cap > 0, Contractor has a "net profit", and may retain that net profit, and Invoice to District for that month is zero. (See Section C.1.2.5 for definition)

- G.4.2.2 If a given months Revenue – Cost Cap < 0, Contractor has a “net loss”, and Invoice to the District for that month should be in amount equal to that loss, never to exceed the “Monthly Cost Cap”, with adjustments out into the option years as shown in Table G.4.2.3.

In this way, the District will indirectly benefit in the form of decreased invoicing whenever the Contractor generates public sales revenues, while not sharing in profit (District legislation on profit-sharing does not yet exist). The Contractor will benefit from guaranteed minimum income made up of some mixture of public sales revenues generated, and amounts invoiced to the District, but not limited in quantity by any provision of the contract. The Contractor solely faces the risk of operating expenses in excess of the allowed Monthly Cost Cap.

- G.4.2.3 Monthly Cost Caps calculated for the life of the contract

Contract Year	Monthly Cost Cap
Base Year	\$114,391
Option Year One	\$191,835
Option Year Two	\$201,426
Option Year Three	\$211,498
Option Year Four	\$222,072

- G.4.3 The amount of payment that the Contractor will receive from the District shall remain at the levels specified throughout the life of the contract. No other form of reimbursement or other quantifiable adjustments to the payment schedule will be negotiated by the District or by Alta.

G.5 THE QUICK PAYMENT CLAUSE

G.5.1 Interest Penalties to Contractors

- G.5.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- G.5.1.1.1 the 3rd day after the required payment date for meat or a meat product;
- G.5.1.1.2 the 5th day after the required payment date for an agricultural commodity; or
- G.5.1.1.3 the 15th day after the required payment date for any other item.

G.5.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.5.2 Payments to Subcontractors

G.5.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

G.5.2.1.1 Pay the sub-contractor for the proportionate share of the total payment received from the District that is attributable to the sub-contractor for work performed under the contract; or

G.5.2.1.2 Notify the District and the sub-contractor, in writing, of the Contractor's intention to withhold all or part of the sub-contractor's payment and state the reason for the nonpayment.

G.5.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- G.5.2.2.1** the 3rd day after the required payment date for meat or a meat product;
- G.5.2.2.2** the 5th day after the required payment date for an agricultural commodity; or
- G.5.2.2.3** the 15th day after the required payment date for any other item.

G.5.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.5.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6 ASSIGNMENT OF CONTRACT PAYMENTS

G.6.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.6.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.6.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Name of Contracting Officer: Jerry M. Carter, Contracting Officer
Office of Contracting and Procurement: District Department of Transportation
Address: 2000 14th Street, N.W., 6th Floor
Washington, D.C. 20009

Telephone: 202-671-2270

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name: Jim Sebastian

Title: Bicycle Coordinator

Agency: DDOT

Address: 2000 14th Street, NW, Washington, DC 20009

Telephone: 202-671-2331

G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination 05-2103 (Rev.-8) posted on www.wdol.gov on 06/02/2009, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 *et seq.*) and incorporated herein as Section J.1.4 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.10 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 et seq.

H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 et seq.

H.8 CONTRACTOR RESPONSIBILITIES

- H.8.1 In the event of emergency, the Contractor shall serve as a joint and routine Point of Contact for DDOT, local police, fire, and other municipal services. Contractor shall verbally report to the COTR within 12 hours of any incident, all issues

pertaining to security, physical maintenance, or access control of the deployed stations.

- H.8.2 If, at any time, the Contractor intends, or is required, to temporarily interrupt all or a portion of the Service, for any reason including, without limitation, weather, safety, or other event or circumstance where continued service would be unsafe, unavailable, impractical, or impossible, then the Contractor shall contact the Project Officer by telephone and by email at least twenty-four (24) hours before the interruption of Service and specifically describe the reason, proposed duration, Contractor's proposed actions to correct the cause of the interruption (if possible), minimize the interruption, and the Contractor's plans to resume Service. The Contractor shall not interrupt all or any portion of the Service without prior written authorization from the Project Officer.
- H.8.3 The Contractor shall have the local program manager, or local designate when the Program Manager is away, accessible at all times and respond to the District's inquiries within 1 hour. Unless there is an emergency related to the bike-sharing equipment, contact with the Contractor would happen during normal business hours (Monday-Friday, 9am-5pm).
- H.8.4 The Contractor shall participate in the District's annual program of research and evaluation to determine transportation and air quality impacts and to better understand customers and how their needs are being met. The research will also determine customer satisfaction with the services provided by the Contractor. The Contractor shall provide access to the customer database for these purposes.
- H.8.5 DELETED
- H.8.6 Contractor shall assemble all bicycles at the Launch Location provided by the District as described in Section H.10.2.
- H.8.7 The Contractor shall establish an operational headquarters within the District. The Contractor shall ensure that any vehicles or transportation equipment necessary to the fulfillment of this contract are properly registered and licensed for operation within the District.
- H.8.8 No later than the 15th of each month, the Contractor shall provide to the COTR the previous month's gross sales receipts for the four revenue streams recognized in this contract; 1) standard memberships, 2) day members, 3) usage fees, and 4) membership fees originating outside the jurisdiction of both the District and Arlington County.
- H.8.9 The Contractor shall prominently display its pricing and safety policies at each bicycle station for public notification.

H.9 DISTRICT RESPONSIBILITIES

- H.9.1 Prior to Launch Date, the COTR shall determine initial station locations and configurations and provide them in writing to the Contractor. The District shall obtain necessary access and permits for all station locations.
- H.9.2 The District shall supply the Launch Location, which shall include necessary outdoor storage, warehouse and office space, and use of warehouse equipment such as forklifts, pallet jacks, and available shelf space. This space shall be available to the Contractor for use between 7AM and 7PM on a daily basis, including weekends for three months prior to System Launch Date. The Contractor shall move out of this space within two (2) weeks of the System Launch Date.
- H.9.3 The District will construct any necessary station protection devices, such as bollards, curbing, islands, and paint.

H.10 WAY TO WORK AMENDMENT ACT OF 2006

- H.10.1 Except as described in H.12. 8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.10.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.10.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.10.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.10.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.8 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.9 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.10.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

- H.10.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.10.8 The requirements of the Living Wage Act of 2006 do not apply to:
- H.10.8.1 Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- H.10.8.2 Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- H.10.8.3 Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- H.10.8.4 Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- H.10.8.5 Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- H.10.8.6 An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- H.10.8.7 Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- H.10.8.8 Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- H.10.8.9 Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as

those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

H.10.8.10 Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.10.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated November 2004 ("SCP"), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions -- Supplies and Services Contracts".

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.5 RIGHTS IN DATA

I.5.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related

performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- 1.5.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- 1.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- 1.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- 1.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

1.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

1.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

1.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

1.5.7 The restricted rights set forth in section 1.5.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. D CKA-2009-C-0140

With Alta Bicycle Share, Inc. (Contractor's Name); and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

1.5.8 In addition to the rights granted in Section 1.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section 1.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

- 1.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, 1.5. Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- 1.5.10** For all computer software furnished to the District with the rights specified in Section 1.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section 1.5.5. For all computer software furnished to the District with the restricted rights specified in Section 1.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- 1.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- 1.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- 1.5.13** Paragraphs 1.5.6, 1.5.7, 1.5.8, 1.5.11 and 1.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

1.6 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the

District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.7

INSURANCE:

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:
- Name of Contracting Officer
Address of Contracting Officer
Phone Number/E-mail Address

1.8

ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), and the Contract Clauses (Section I).

DDOT Title VI Assurance

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

(1) COMPLIANCE WITH REGULATIONS

The contractor shall comply with the Regulations relative to Non-Discrimination in Federally Assisted Programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, (hereinafter referred to as the “Regulations”), as they may be amended from time to time, which are incorporated by reference and made a part of this contract.

(2) NON-DISCRIMINATION

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, gender or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. A contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**(3) SOLICITATIONS FOR SUBCONTRACTORS, INCLUDING
PROCUREMENTS OF MATERIALS AND EQUIPMENT**

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, gender, or national origin.

(4) INFORMATION AND REPORTS

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by DDOT or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to DDOT, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) SANCTIONS FOR NON-COMPLIANCE

In the event of the contractor's non-compliance with non-discrimination provisions of this contract, DDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- withholding of payments to the contractor under the contract until the contractor complies, and/or
- cancellation, termination, or suspension of the contract, in whole or in part.

(6) INCORPORATION OF PROVISIONS

The Contractor shall include the provisions of paragraphs (1) through (6) of this Assurance in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as DDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction, the contractor may request DDOT to enter into such litigation to protect the interests of DDOT, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION J:

LIST OF ATTACHMENTS

J.1

ATTACHMENTS INCORPORATED AS A PART OF THE CONTRACT

- ### J.1.1

General Provisions for Federally Funded Contracts, Revised 3/2/2001

- ### J.1.2

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007, the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations. Located at www.ocp.dc.gov

- ### 1.1.3

Engineering Diagram of Bixi System

- ### 1.1.4

Service Contract Act Wage Determination

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

Michael Jones, President (415) 482-8660; Mia Birk, Corporate Secretary (503) 230-9862;

Tony Ande, Chief Financial Officer (503) 200-3246; Alison Cohen, Program Manager (617) 548-8812

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that

(a) It operates as:

- ☒ a corporation incorporated under the laws of the State of: Oregon
- ☐ an individual,
- ☐ a partnership,
- ☐ a nonprofit organization, or
- ☐ a joint venture.

(b) If the offeror is a foreign entity, it operates as:

- ☐ an individual,
- ☐ a joint venture, or
- ☐ a corporation registered for business in _____

(Country)

K.3 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Stations, Bicycles

Canada

EXCLUDED END PRODUCTS

COUNTRY OF ORIGIN

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

X No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

 The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the offeror is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

 Mia Birk, Corporate Secretary

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);

As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Solicitation #DCKA-2009-C-0140

Metropolitan Washington Council of Governments
Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL
OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

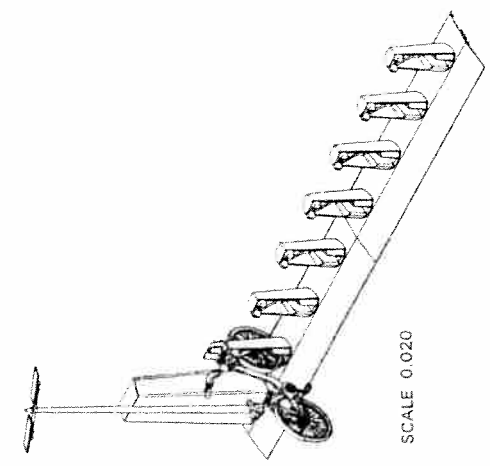
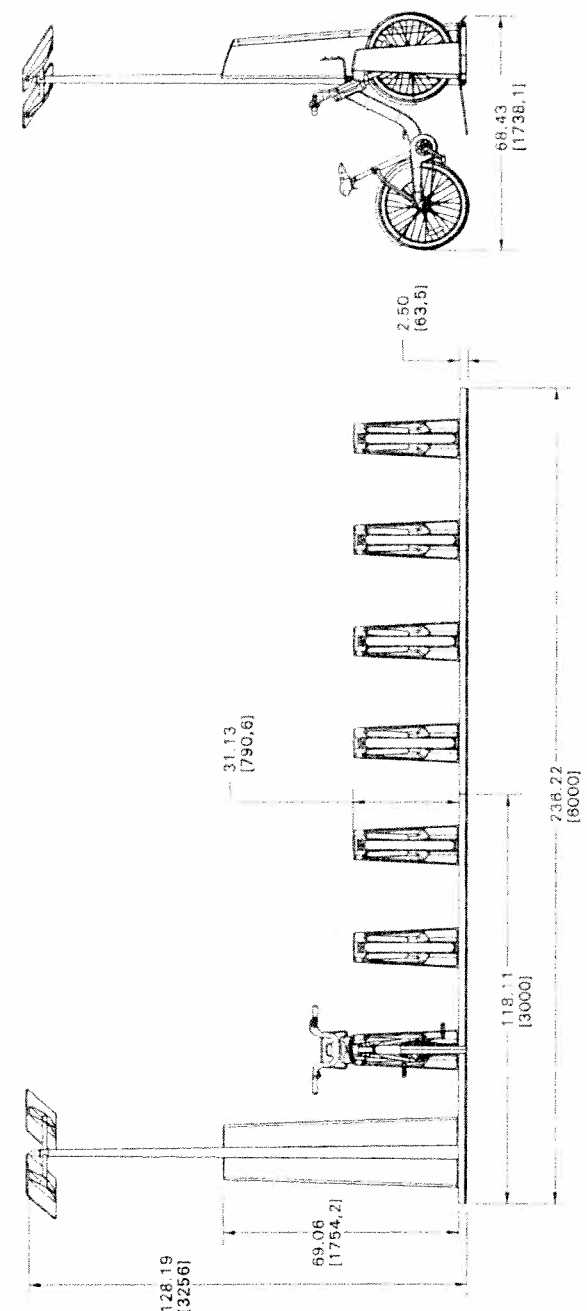
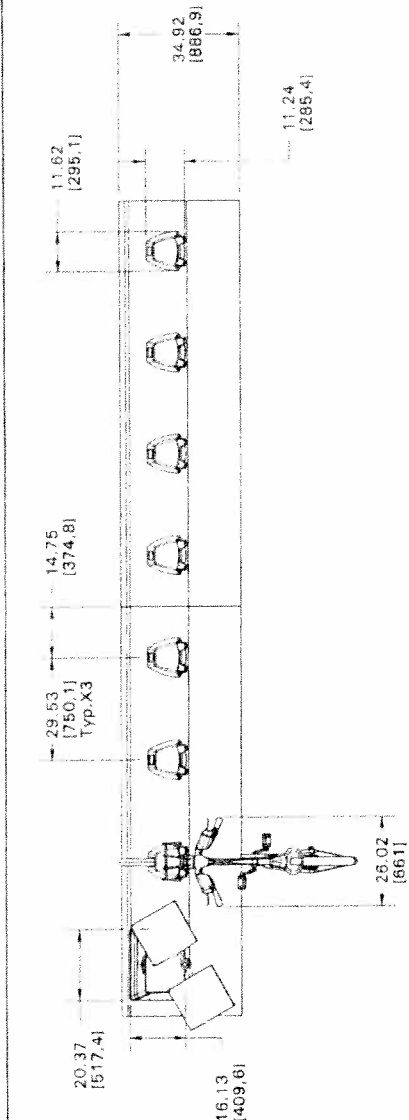
- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

☒ Alexandria, Virginia	☒ Alexandria Public Schools
☒ Alexandria Sanitation Authority	☒ Arlington County, Virginia
☒ Arlington County Public Schools	☒ Bladensburg, Maryland
☒ Bowie, Maryland	☒ Charles County Public Schools
☒ College Park, Maryland	☒ Culpeper County, Virginia
☒ District of Columbia	☒ District of Columbia Courts
☒ District of Columbia Public Schools	☒ District of Columbia Water & Sewer Auth.
☒ Fairfax, Virginia	☒ Fairfax County, Virginia
☒ Fairfax County Water Authority	☒ Falls Church, Virginia
☒ Fauquier County Schools & Government, Virginia	☒ Frederick, Maryland
☒ Frederick County, Maryland	☒ Gaithersburg, Maryland
☒ Greenbelt, Maryland	☒ Herndon, Virginia
☒ Leesburg, Virginia	☒ Loudoun County, Virginia
☒ Loudoun County Public Schools	☒ Loudoun County Sanitation Authority
☒ Manassas, Virginia	☒ City of Manassas Public Schools
☒ Manassas Park, Virginia	☒ Maryland-Nat'l Capital Park & Plan Comm.
☒ Metropolitan Washington Airports Authority	☒ Metropolitan Wash Council of Governments
☒ Montgomery College	☒ Montgomery County, Maryland
☒ Montgomery County Public Schools	☒ Northern Virginia Community College
☒ OmniRide	☒ Potomac & Rappahannock Trans. Comm.
☒ Prince George's County, Maryland	☒ Prince George's Public Schools
☒ Prince William County, Virginia	☒ Prince William County Public Schools
☒ Prince William County Service Authority	☒ Rockville, Maryland
☒ Spotsylvania County Schools	☒ Stafford County, Virginia
☒ Takoma Park, Maryland	☒ Upper Occoquan Sewage Authority

☒ Vienna, Virginia
☒ Washington Metropolitan Area Transit Authority
☒ Winchester, Virginia

☒ Virginia Railway Express
☒ Washington Suburban Sanitary Commission
☒ Winchester Public Schools



SCALE 0.020

Projet:	Système de vélo en libre-service
Client:	Société en commandite Stationnement de Montréal 764, St-Jacques Montréal (Québec) H3C 1E9 Tel.: 514 888 3737 Fax.: 514 888 3764
Concepteurs:	Michel Dallaire Design Industriel Inc. 322, rue Paul Montréal (Québec) H3C 2G8 Tel.: 514 282 9282 Fax.: 514 282 9875
Révisions:	
Notes:	Un fichier numérique IGS est disponible. Important: Ce dessin doit être revu et approuvé par le fabricant avant le début de la production. Ce document est la propriété exclusive de la Société en commandite Stationnement de Montréal et ne doit pas être reproduit, ni en partie, ni entièrement, sans la permission écrite de la Société en commandite Stationnement de Montréal. Toute violation de cette permission sera poursuivie en justice.
Titre du dessin:	Assemblage général Un espace de stationnement
Échelle par:	MD: DA
Dessiné par:	DA
Signifié:	
Date:	04 août 2008, August 04, 2008
Unité / Scale:	0.03
Dessin / Drawing:	Pouces / Inch VLS_ASS001_LE_TOUT
Révisé(e):	

DCKA-2009-C-0140

Attachment J.1.4

WD 05-2103 (Rev.-8) was first posted on www.wdol.gov on 06/02/2009

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

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| Wage Determination No.: 2005-2103

Shirley F. Ebbesen | Division of | Revision No.: 8

Director | Wage Determinations | Date Of Revision: 05/26/2009

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince

George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,

King George, Loudoun, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.05
01012 - Accounting Clerk II		15.78
01013 - Accounting Clerk III		20.27
01020 - Administrative Assistant		28.55
01040 - Court Reporter		19.95
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		16.94
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		13.92
01112 - General Clerk II		15.32
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		12.38
01191 - Order Clerk I		14.85
01192 - Order Clerk II		16.29
01261 - Personnel Assistant (Employment) I		17.31
01262 - Personnel Assistant (Employment) II		19.36
01263 - Personnel Assistant (Employment) III		21.66
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.12

01290 - Rental Clerk	16.55
01300 - Scheduler, Maintenance	17.49
01311 - Secretary I	17.49
01312 - Secretary II	19.70
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	16.10
01410 - Supply Technician	28.55
01420 - Survey Worker	19.46
01531 - Travel Clerk I	12.92
01532 - Travel Clerk II	13.89
01533 - Travel Clerk III	14.92
01611 - Word Processor I	14.21
01612 - Word Processor II	16.65
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63

05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78

07000 - Food Preparation And Service Occupations

07010 - Baker	13.48
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.82
07130 - Food Service Worker	10.66
07210 - Meat Cutter	17.04
07260 - Waiter/Waitress	9.70

09000 - Furniture Maintenance And Repair Occupations

09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05

11000 - General Services And Support Occupations

11030 - Cleaner, Vehicles	10.50
11060 - Elevator Operator	10.50
11090 - Gardener	16.22
11122 - Housekeeping Aide	11.25

11150 - Janitor	11.25
11210 - Laborer, Grounds Maintenance	12.47
11240 - Maid or Houseman	11.03
11260 - Pruner	11.37
11270 - Tractor Operator	14.66
11330 - Trail Maintenance Worker	12.47
11360 - Window Cleaner	11.68
12000 - Health Occupations	
12010 - Ambulance Driver	19.46
12011 - Breath Alcohol Technician	18.55
12012 - Certified Occupational Therapist Assistant	21.01
12015 - Certified Physical Therapist Assistant	21.01
12020 - Dental Assistant	16.97
12025 - Dental Hygienist	40.68
12030 - EKG Technician	25.95
12035 - Electroneurodiagnostic Technologist	25.95
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	18.82
12072 - Licensed Practical Nurse II	21.09
12073 - Licensed Practical Nurse III	23.47
12100 - Medical Assistant	14.89
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	16.06
12190 - Medical Record Technician	18.27
12195 - Medical Transcriptionist	18.77

12210 - Nuclear Medicine Technologist	34.18
12221 - Nursing Assistant I	10.47
12222 - Nursing Assistant II	11.77
12223 - Nursing Assistant III	13.02
12224 - Nursing Assistant IV	14.62
12235 - Optical Dispenser	20.17
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	16.47
12280 - Phlebotomist	14.62
12305 - Radiologic Technologist	28.28
12311 - Registered Nurse I	26.73
12312 - Registered Nurse II	32.41
12313 - Registered Nurse II, Specialist	32.41
12314 - Registered Nurse III	38.98
12315 - Registered Nurse III, Anesthetist	38.98
12316 - Registered Nurse IV	46.73
12317 - Scheduler (Drug and Alcohol Testing)	19.75
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	30.80

13050 - Library Aide/Clerk		14.21
13054 - Library Information Technology Systems Administrator		27.82
13058 - Library Technician		19.89
13061 - Media Specialist I		18.73
13062 - Media Specialist II		20.95
13063 - Media Specialist III		23.36
13071 - Photographer I		16.14
13072 - Photographer II		18.90
13073 - Photographer III		23.67
13074 - Photographer IV		28.65
13075 - Photographer V		30.69
13110 - Video Teleconference Technician		19.35
14000 - Information Technology Occupations		
14041 - Computer Operator I		18.54
14042 - Computer Operator II		20.74
14043 - Computer Operator III		23.12
14044 - Computer Operator IV		25.69
14045 - Computer Operator V		28.45
14071 - Computer Programmer I	(see 1)	25.43
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	

14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.54
14160 - Personal Computer Support Technician		25.69
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		35.71
15020 - Aircrew Training Devices Instructor (Rated)		43.84
15030 - Air Crew Training Devices Instructor (Pilot)		52.55
15050 - Computer Based Training Specialist / Instructor		34.39
15060 - Educational Technologist		32.75
15070 - Flight Instructor (Pilot)		52.55
15080 - Graphic Artist		26.80
15090 - Technical Instructor		25.08
15095 - Technical Instructor/Course Developer		30.67
15110 - Test Proctor		20.20
15120 - Tutor		20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.44
16030 - Counter Attendant		9.44
16040 - Dry Cleaner		12.21
16070 - Finisher, Flatwork, Machine		9.44
16090 - Presser, Hand		9.44
16110 - Presser, Machine, Drycleaning		9.44
16130 - Presser, Machine, Shirts		9.44
16160 - Presser, Machine, Wearing Apparel, Laundry		9.44
16190 - Sewing Machine Operator		13.07

16220 - Tailor	13.90	
16250 - Washer, Machine	10.41	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)	19.22	
19040 - Tool And Die Maker	23.38	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	17.90	
21030 - Material Coordinator	22.03	
21040 - Material Expediter	22.03	
21050 - Material Handling Laborer	12.92	
21071 - Order Filler	13.87	
21080 - Production Line Worker (Food Processing)	17.90	
21110 - Shipping Packer	14.46	
21130 - Shipping/Receiving Clerk	14.46	
21140 - Store Worker I	11.44	
21150 - Stock Clerk	16.46	
21210 - Tools And Parts Attendant	17.90	
21410 - Warehouse Specialist	17.90	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	25.68	
23021 - Aircraft Mechanic I	24.46	
23022 - Aircraft Mechanic II	25.68	
23023 - Aircraft Mechanic III	26.97	
23040 - Aircraft Mechanic Helper	16.61	
23050 - Aircraft, Painter	23.42	

23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	21.62
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	25.61
23130 - Carpenter, Maintenance	20.99
23140 - Carpet Layer	19.33
23160 - Electrician, Maintenance	27.43
23181 - Electronics Technician Maintenance I	23.70
23182 - Electronics Technician Maintenance II	25.15
23183 - Electronics Technician Maintenance III	26.50
23260 - Fabric Worker	19.01
23290 - Fire Alarm System Mechanic	22.78
23310 - Fire Extinguisher Repairer	17.52
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	24.46
23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	17.52
23392 - Gunsmith II	20.38
23393 - Gunsmith III	22.78
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.94

23411 - Heating, Ventilation And Air Contditioning	24.37
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Mechanic (Research Facility)

23430 - Heavy Equipment Mechanic	22.78
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23440 - Heavy Equipment Operator	22.78
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23460 - Instrument Mechanic	22.59
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23465 - Laboratory/Shelter Mechanic	21.62
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23470 - Laborer	14.27
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23510 - Locksmith	21.11
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23530 - Machinery Maintenance Mechanic	22.99
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23550 - Machinist, Maintenance	21.78
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23580 - Maintenance Trades Helper	16.61
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23591 - Metrology Technician I	22.59
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23592 - Metrology Technician II	23.80
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23593 - Metrology Technician III	24.96
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23640 - Millwright	28.19
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23710 - Office Appliance Repairer	22.96
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23760 - Painter, Maintenance	21.62
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23790 - Pipefitter, Maintenance	23.19
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23810 - Plumber, Maintenance	20.99
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23820 - Pneudraulic Systems Mechanic	22.78
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23850 - Rigger	22.78
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23870 - Scale Mechanic	20.38
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23890 - Sheet-Metal Worker, Maintenance	22.78
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23910 - Small Engine Mechanic	20.38
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23931 - Telecommunications Mechanic I	27.74
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23932 - Telecommunications Mechanic II	29.24
23950 - Telephone Lineman	26.38
23960 - Welder, Combination, Maintenance	22.78
23965 - Well Driller	22.78
23970 - Woodcraft Worker	22.78
23980 - Woodworker	17.52
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.52
24620 - Family Readiness And Support Services Coordinator	15.68
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.10
25040 - Sewage Plant Operator	20.73
25070 - Stationary Engineer	27.10
25190 - Ventilation Equipment Tender	19.08
25210 - Water Treatment Plant Operator	20.73
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.66
27008 - Corrections Officer	22.25
27010 - Court Security Officer	23.33
27030 - Detection Dog Handler	20.57

27040 - Detention Officer	22.25
27070 - Firefighter	22.39
27101 - Guard I	12.66
27102 - Guard II	20.57
27131 - Police Officer I	26.14
27132 - Police Officer II	28.99
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.00

30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.21
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.86
30021 - Archeological Technician I	18.93
30022 - Archeological Technician II	21.11
30023 - Archeological Technician III	27.56
30030 - Cartographic Technician	27.56
30040 - Civil Engineering Technician	24.01
30061 - Drafter/CAD Operator I	19.89
30062 - Drafter/CAD Operator II	22.25
30063 - Drafter/CAD Operator III	24.80
30064 - Drafter/CAD Operator IV	30.52
30081 - Engineering Technician I	21.63
30082 - Engineering Technician II	24.29
30083 - Engineering Technician III	27.17
30084 - Engineering Technician IV	33.66
30085 - Engineering Technician V	41.16
30086 - Engineering Technician VI	49.81
30090 - Environmental Technician	24.92
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.56

30461 - Technical Writer I	21.84	
30462 - Technical Writer II	26.70	
30463 - Technical Writer III	32.31	
30491 - Unexploded Ordnance (UXO) Technician I	24.15	
30492 - Unexploded Ordnance (UXO) Technician II	29.22	
30493 - Unexploded Ordnance (UXO) Technician III	35.03	
30494 - Unexploded (UXO) Safety Escort	24.15	
30495 - Unexploded (UXO) Sweep Personnel	24.15	
30620 - Weather Observer, Combined Upper Air Or	(see 2)	24.80
Surface Programs		
30621 - Weather Observer, Senior	(see 2)	27.56
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	13.02	
31030 - Bus Driver	18.95	
31043 - Driver Courier	12.71	
31260 - Parking and Lot Attendant	10.07	
31290 - Shuttle Bus Driver	14.69	
31310 - Taxi Driver	13.98	
31361 - Truckdriver, Light	14.69	
31362 - Truckdriver, Medium	17.18	
31363 - Truckdriver, Heavy	18.42	
31364 - Truckdriver, Tractor-Trailer	18.42	
99000 - Miscellaneous Occupations		
99030 - Cashier	10.03	
99050 - Desk Clerk	11.58	

99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	16.01
99510 - Photofinishing Worker	12.75
99710 - Recycling Laborer	16.82
99711 - Recycling Specialist	20.65
99730 - Refuse Collector	14.91
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations

within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in

those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such

conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent

information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

